

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF NORTH CAROLINA  
Civil Action No.: 1:19-cv-00593-LCB-JLW**

**ZION WILLIAMSON,**

**Plaintiff/Counter-Defendant**

**v.**

**PRIME SPORTS MARKETING, LLC and GINA  
FORD,**

**Defendants/Counter-  
Plaintiffs.**

**DECLARATION**

**DECLARATION OF JOANN SQUILLACE, ESQ. IN SUPPORT OF  
DEFENDANTS'/COUNTER-PLAINTIFFS'  
PRIME SPORTS MARKETING, LLC'S AND GINA FORD'S  
MOTION FOR SUMMARY JUDGMENT  
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 56**

I, **JOANN SQUILLACE**, hereby declare:

1. I am a Partner of the Law Firm of Drummond & Squillace, PLLC, co-counsels for Defendants/Counter-Plaintiffs **PRIME SPORTS MARKETING, LLC** and **GINA FORD** in the within action, along with the Law Firm of Gary, Williams, Parenti, Watson and Gary, PLLC and the Law Office

of Alvin L. Pittman.

2. I submit this Declaration in Support of Defendants'/Counter-Plaintiffs' PRIME SPORTS MARKETING, LLC'S and GINA FORD'S Motion for Summary Judgment, pursuant to FRCP 56, on PRIME SPORTS MARKETING, LLC'S and GINA FORD'S Counterclaims against Plaintiff-Counter-Defendant ZION WILLIAMSON for: Fraud (Second Counterclaim ""CC"); Civil Conspiracy (Third CC); Unjust Enrichment (Fourth CC); Misappropriation/Violation of North Carolina Trade Secrets Protection Act, Article 24, Chapter 66 of North Carolina General Statutes, N.C. Gen. Stat §66-152, *et. seq.* (Fifth CC); Conversion (Sixth CC); Breach of Implied Duty of Good Faith and Fair Dealings (Seventh CC); Declaratory Judgment (Eighth CC); Injunctive Relief (Ninth CC); Violation of North Carolina's Unfair and Deceptive Trade Practices Act, NC Gen. Stat §75-1.1 (Tenth CC), and, Request for Punitive Damages (Eleventh CC). See DE 32. The Exhibits identified below and attached hereto are identified, referenced to, cited to and are contained in, in furtherance and support of, Defendants'/Counter-Plaintiffs' PRIME SPORTS MARKETING, LLC'S and GINA FORD'S Local Rule 56.1 Statement of Undisputed Material Facts that is submitted in furtherance and support of their within Motion for Summary Judgment pursuant to FRCP 56.

3. Attached hereto as Exhibit "A" is a true and accurate copy of the

deposition testimony of Defendant-Counter-Plaintiff Gina Ford.

4. Attached hereto as Exhibit “B” is the sworn Affidavit of Defendant/Counter-Plaintiff Gina Ford.

5. Attached hereto as Exhibit “C” is a true and accurate copy of the April 20, 2019 contract between the parties and the April 20, 2019 Letter of Authorization by which Plaintiff/Counter-Defendant Zion Williamson appointed Defendant/Counter-Plaintiff Gina Ford to be his global marketing agent.

6. Attached hereto as Exhibit “D” are true and accurate copies of photographs of the parties taken on April 20, 2019 in the home of Plaintiff/Counter-Defendant Zion Williamson.

7. Attached hereto as Exhibit “E” is a true and accurate copy of the deposition testimony of Plaintiff/Counter-Defendant Zion Williamson.

8. Attached hereto as Exhibit “F” is a true and accurate copy of the deposition testimony of non-party witness Leander “Lee” Anderson.

9. Attached hereto as Exhibit “G” is a true and accurate copy of the deposition testimony of non-party witness Sharonda Anderson.

10. Attached hereto as Exhibit “H” is a true and accurate copy of Defendants’/Counter-Plaintiffs’ confidential Brand Management Strategy for Plaintiff/Counter-Defendant Zion Williamson that was received by non-party

witness Leander “Lee” Anderson from Defendant/Counter-Plaintiff Gina Ford (identified in discovery as “LEANDER ANDERSON 00000355).

11. Attached hereto as Exhibit “I” is a true and accurate copy of the February 17, 2019 message from Sharonda Anderson to Defendant/Counter-Plaintiff Gina Ford.

12. Attached hereto as Exhibit “J” are true and accurate copies of photographs of Defendant/Counter-Plaintiff Gina Ford, Plaintiff/Counter-Defendant Zion Williamson and Duke University Mens’ Basketball Coach Mike Krzyzewski at Duke University and Plaintiff-Counter-Defendant’s Zion Williamson’s *Slam* magazine photo shoot spread and interview.

13. Attached hereto as Exhibit “K” is a true and accurate copy of May 1, 2019 and May 2, 2019 emails regarding *Slam* magazine photoshoot and photo selection.

14. Attached hereto as Exhibit “L” is a true and accurate copy of Defendant/Counter-Plaintiff Gina Ford’s May 5, 2019 and May 8, 2019 emails to Sharonda Anderson attaching offer from Fanatics/Panini.

15. Attached hereto as Exhibit “M” is a true and accurate copy of the deposition testimony of non-party witness Austin Brown of Creative Artists Agency (“CAA”).

16. Attached hereto as Exhibit “N” is a true and accurate copy of the

deposition testimony of non-party witness Lisa Joseph Metelus of Creative Artists Agency (“CAA”).

17. Attached hereto as Exhibit “O” are true and accurate copies of internal emails of and by and between CAA, Austin Brown, Lisa Joseph Metelus and other Marketing agents/members of CAA regarding CAA presentation to Plaintiff/Counter-Defendant Zion Williamson for CAA’s representation of Plaintiff/Counter-Defendant Williamson.

18. Attached hereto as Exhibit “P” is a true and accurate copy of a May 3, 2019 message to non-party witness Austin Brown of CAA regarding private transportation for the May 3, 2019 presentation meeting with CAA and trip to Los Angeles.

19. Attached hereto as Exhibit “Q” is a true and accurate copy of a May 1, 2019 email from Defendant/Counter-Plaintiff Gina Ford to Sharonda Anderson regarding Plaintiff/Counter-Defendant Zion Williamson’s *Hobbs and Shaw* contract and continuing May 2019 emails regarding the *Hobbs and Shaw* commercial.

20. Attached hereto as Exhibit “R” is a true and accurate copy of the May 30, 2019 wire transfer of Plaintiff/Counter-Defendant Zion Williamson’s compensation from the *Hobbs and Shaw* commercial from Defendant/Counter-Plaintiff Gina Ford to Sharonda Anderson. (w/bank acct # redacted)

21. Attached hereto as Exhibit “S” are true and accurate copies of the May 9, 2019 and May 10, 2019 emails by and between Defendant/Counter-Plaintiff Gina Ford and Sharonda Anderson regarding the *Hobbs and Shaw* commercial.

22. Attached hereto as Exhibit “T” are true and accurate copies of messages and an email, from April 29, 2019 and continuing to May 17, 2019, by and between Defendant/Counter-Plaintiff Gina Ford, Sharonda Anderson and Leander Anderson regarding branding/partnership offers, scheduling meetings and flight itineraries for the *Hobbs and Shaw* commercial.

23. Attached hereto as Exhibit “U” is a true and accurate copy of an email by CAA to Biosteel.

24. Attached hereto as Exhibit “V” is a true and accurate copy of the May 31, 2019 termination email.

25. Attached hereto as Exhibit “W” is a true and accurate copy of a May 14, 2019 message from Lisa Joseph Metelus to Sharonda Anderson regarding Gatorade and Defendant/Counter-Plaintiff Gina Ford and Plaintiff/Counter-Defendant Zion Williamson.

26. Attached hereto as Exhibit “X” is a true and accurate copy of the May 22, 2019 email from Defendant/Counter-Plaintiff Gina Ford to Sharonda Anderson regarding and attaching Defendants’/Counter-Plaintiffs’ global

branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson.

27. Attached hereto as Exhibit “Y” is a true and accurate copy of a June 3, 2019 email from Marci Galea, Director of Business Development/Global Talent & Labor Relations with EA Entertainment, Inc. to Defendant/Counter-Plaintiff Gina Ford, copying Tyler Stover of EA Sports (Electronic Arts-Talent Manager) on same email, in which EA Sports/EA Entertainment advises that they were advised by CAA that CAA exclusively represents Plaintiff/Counter-Defendant Zion Williamson and that EA Sports was rescinding any business/deals/endorsements/marketing deals/offers and offering same to CAA, and, true and accurate copies of the May 2019 email communications and negotiations by Defendant/Counter-Plaintiff Gina Ford and offer secured with EA Sports for Plaintiff/Counter-Defendant Zion Williamson.

28. Attached hereto as Exhibit “Z” are true and accurate copies of the May 2019 email communications and negotiations by Defendant/Counter-Plaintiff Gina Ford and offer secured with NBA 2K for Plaintiff/Counter-Defendant Zion Williamson.

29. Attached hereto as Exhibit “AA” is a true and accurate copy of the June 3, 2019 email communications between Austin Brown of CAA and NBA

2K regarding offer secured by Defendant/Counter-Plaintiff Gina Ford for Plaintiff/Counter-Defendant Zion Williamson.

30. Attached hereto as Exhibit “BB” is a true and accurate copy of Defendants’/Counter-Plaintiffs’ Gina Ford and Prime Sports Marketing, LLC’s confidential strategic global Brand Management Strategy for Plaintiff/Counter-Defendant Zion Williamson.

31. Attached hereto as Exhibit “CC” are true and accurate copies of the contracts entered into by Plaintiff/Counter-Defendant Zion Williamson with Gatorade, Mercedes Benz, Beats by Dre, NBA 2K, Fanatics and Panini under CAA representation.

32. Attached hereto as Exhibit “DD” is a true and accurate copy of Sharonda Anderson’s May 22, 2019 email to Austin Brown of CAA forwarding Defendant/Counter-Plaintiff Gina Ford’s email of May 22, 2019 to Sharonda Anderson regarding and attaching Defendants’/Counter-Plaintiffs’ global branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson and responsive and continuing emails by and from Austin Brown to Sharonda Anderson.

33. Attached hereto as Exhibit “EE” is a true and accurate copy of Plaintiff/Counter-Defendant Zion Williamson’s May 30, 2019 NBA contract with Austin Brown of CAA and May 31, 2019 marketing contract with CAA.



34. Attached hereto as Exhibit “FF” is a true and accurate copy of a May 24, 2019 email from Sharonda and Leander Anderson to Defendant/Counter-Plaintiff Gina Ford.

35. Attached hereto as Exhibit “GG” are true and accurate copies of the May 25, 2019 to May 30, 2019 messages by and between Leander Anderson and Defendants/Counter-Plaintiffs regarding Plaintiff/Counter-Defendant Zion Williamson’s compensation from the *Hobbs and Shaw* commercial and regarding scheduling follow-up meeting.

36. Attached hereto as Exhibit “HH” is a true and accurate copy of the May 31, 2019 email from Defendant/Counter-Plaintiff Gina Ford to Sharonda Anderson regarding and attaching Defendants’/Counter-Plaintiffs’ additional global branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson.

37. Attached hereto as Exhibit “II” is a true and accurate copy of the May 31, 2019 message to Sharonda Anderson, Leander Anderson and Plaintiff/Counter-Defendant Zion Williamson congratulating them on signing NBA agent.

38. Attached hereto as Exhibit “JJ” is a true and accurate copy of the May 31, 2019 messages by and between Lisa Joseph Metelus of CAA and Defendant/Counter-Plaintiff Gina Ford.

39. Attached hereto as Exhibit “KK” is a true and accurate copy of the June 5, 2019 email from Sharonda Anderson to Austin Brown of CAA forwarding the May 31, 2019 email from Defendant/Counter-Plaintiff Gina Ford to Sharonda Anderson regarding and attaching Defendants’/Counter-Plaintiffs’ additional global branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson.

40. Attached hereto as Exhibit “LL” is a true and accurate copy of all of Defendants’/Counter-Plaintiffs’ global branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson that were sent to Sharonda Anderson by Defendant/Counter-Plaintiff Gina Ford and forwarded/provided to Austin Brown of CAA by Sharonda Anderson.

41. Attached hereto as Exhibit “MM” are true and accurate copies of the June 3, 2019 emails between Austin Brown of CAA and a Gatorade representative regarding Plaintiff/Counter-Defendant Zion Williamson’s contract and requesting language regarding Defendant/Counter-Plaintiff Gina Ford, and, of the June 7, 2019 email to Lloyd Frischer of CAA detailing the May 22, 2019 offers from Gatorade, Fanatics, Panini and NBA 2K to Williamson secured by Defendants/Counter-Plaintiffs for Plaintiff/Counter-Defendant Zion Williamson.

42. Attached hereto as Exhibit “NN is a true and accurate copy of the

May 22, 2019 email by Austin Brown of CAA to Lisa Joseph Metelus of CAA forwarding Defendant/Counter-Plaintiff Gina Ford's email of May 22, 2019 to Sharonda Anderson regarding and attaching Defendants'/Counter-Plaintiffs' global branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson.

43. Attached hereto as Exhibit OO" are true and accurate copies of the May 22, 2019 email by Austin Brown of CAA to Sara Pervil of CAA Marketing forwarding Defendant/Counter-Plaintiff Gina Ford's email of May 22, 2019 to Sharonda Anderson regarding and attaching Defendants'/Counter-Plaintiffs' global branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson, and, the May 31, 2019 email by Austin Brown of CAA to Lloyd Frischer of CAA Marketing forwarding Defendant/Counter-Plaintiff Gina Ford's email of May 22, 2019 to Sharonda Anderson regarding and attaching Defendants'/Counter-Plaintiffs' global branding Partnership Summaries for Plaintiff/Counter-Defendant Zion Williamson.

44. Attached hereto as Exhibit "PP" are true and accurate copies of the June 14, 2019 messages by and between Austin Brown of CAA and Plaintiff/Counter-Defendant Zion Williamson regarding Defendant/Counter-Plaintiff Gina Ford.

45. Attached hereto as Exhibit "QQ" is a true and accurate copy of

Plaintiff/Counter-Defendant Zion Williamson's ad, campaign, branding plan with and for Beats by Dre.

46. Attached hereto as Exhibit "RR" is a true and accurate copy of the internal CAA spreadsheet reflecting Lloyd Frischer contacting Puma on May 30, 2019 and discussing Puma budget for Plaintiff/Counter-Defendant Zion Williamson.

47. Attached hereto as Exhibit "SS" is a true and accurate copy of the May 31, 2019 message from Jessica Holtz of CAA Marketing to Austin Brown of CAA attaching Plaintiff/Counter-Defendant Zion Williamson's April 20, 2019 Letter of Authorization with Ms. Ford.

The foregoing documents, emails, messages, presentation outlines, slides, records and the like that are attached hereto and referenced herein as Exhibits, that are identified as being by, to, from, created by, generated by, written by, sent by, received by, and/or were/are otherwise by and/or between and/or involving Williamson, Williamson's mother, Williamson's stepfather, Ms. Ford, CAA, Frischer, Holtz, Brown and Metelus herein, and/or that are in connection with Williamson and Ms. Ford's and Prime Sports' representation of and marketing/branding services for Williamson herein, were produced in discovery by the respective parties and non-parties in response to discovery and subpoena demands and have been admitted/stipulated to having been produced

from the parties' and non-parties' (deponents') respective devices, emails, telephones, messages and the like. The parties and non-parties (deponents) herein have further authenticated these Exhibits, in their respective depositions that are part of the Record of this case, as being their respective documents, records, texts, messages, emails and the like and that they have been created and/or kept in the ordinary course of business and/or are otherwise business records. See Exhibits "A", "E", "F", "G", "M" and "N", *supra*.

**WHEREFORE,** Defendants/Counter-Plaintiffs PRIME SPORTS MARKETING, LLC AND GINA FORD respectfully request that their Motion for Summary Judgment, pursuant to FRCP 56, be granted in its entirety, that this Court grant judgment against Plaintiff/Counter-Defendant Zion Williamson and in favor of Defendants/Counter-Plaintiffs PRIME SPORTS MARKETING, LLC AND GINA FORD on each and every Counterclaim currently pending herein, that this Court grant and award Defendants/Counter-Plaintiffs PRIME SPORTS MARKETING, LLC AND GINA FORD punitive and treble damages, as well as Attorneys' fees, in addition to all compensatory damages herein, and, for such other and further relief as this Court deems just and proper.

Dated: February 11, 2022

/s/ JoAnn Squillace, Esq.

JOANN SQUILLACE, ESQ.\*

*\*Local Rule 83.1(d) Special Appearance*

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